purported to be made out in figures for 2£, although nothing was written upon it in words. The figure 2 was so placed, however, that a figure 1 could be placed before it and a 0 after it. The clerk thus raised the figures to 120£, filled in words for that amount, cashed the check and absconded. Plaintiff sued for a declaration that the bank on which the check was drawn had no right to debit plaintiff's account by more than the 2£ for which the check was drawn when signed. *Held,* the bank was entitled to debit the full 120£. *London Joint Stock Bank* v. *Macmillan and Arthur,* H. of L., [1918] 1918 Ann. Cas. 777.

The court recognized two issues, namely, whether the plaintiff was guilty of negligence in signing the check as he did, and whether such negligence was a breach of duty between himself and the bank. Both issues were decided in the affirmative. The ultimate decision was based also on the principle that plaintiff was estopped to deny the authority of his agent to fill in as he did what was practically a blank check when signed. In *Commercial Bank* v. *Arden,* 177 Ky. 520 is was held that inasmuch as the Negotiable Instrument statute of Kentucky made void instruments which had been altered without the maker's consent, the maker owed no duty to the bank to use care in drawing instruments so that they could not be altered—an apparent non-sequitur. Most of the American authorities, however, are in harmony with the principal decision and impose upon the drawer of a check a duty to use due care in protecting the drawee. *Otis Elevator Co.* v. *First National Bank,* 163 Cal. 31; *Timbel* v. *Garfield National Bank,* 106 N. Y. S. 497. The principal case, in its recital of the various interpretations of *Young* v. *Grote,* 4 Bing. 253, is an interesting commentary on the mechanics of the law.

NUISANCE—FEAR—TUBERCULOSIS HOSPITAL—RESTRICTIVE COVENANTS.—Lands were leased with covenant by the lessee not to "exercise or carry on, or permit to be used, exercised, or carried on, upon the demised premises any noisy, noisome, or offensive trade or business, or use any part of the premises as a tavern or inn, or at any time during the term do or suffer to be done anything which might be hazardous or noisome or injurious or offensive to the lessor of his property, or to any of his tenants or undertenants." The lessee turned over the demised premises to be used as a hospital for children suffering from surgical tuberculosis. On application by plaintiffs as neighboring owners and entitled to the benefit of such covenant. *Held,* the covenant was not violated and no nuisance committed or threatened. *Frost* v. *The King Edward, etc. Assoc.,* (Ch. Div.), [1918] 2 Ch. 180.

The injunction was asked on the ground that "tuberculosis is an endemic and infectious disease and the hospital is a source of danger to the neighborhood." After hearing testimony of eminent authorities whose conclusions were all to the effect that the hospital was not a source of danger to the neighborhood and that there was no risk of infection from it to those living in its immediate vicinity, the court concluded as above stated. The fears of those in the neighborhood were found to be groundless. In *Stotler* v. *Rochelle,* 83 Kans. 86, an injunction against the establishment of a cancer hospital

in a residence district was upheld. The court said: "The question is not whether the establishment of the hospital would place the occupants of the adjacent dwellings in actual danger of infection, but whether they would have reasonable ground to fear such a result, and whether, in view of the general dread inspired by the disease, the reasonable enjoyment of their property would not be naturally interfered with by the bringing together of a considerable number of cancer patients in this place." To the same general effect are *Baltimore* v. *Fairfield Imp. Co.*, 87 Md. 352, where the placing of a leper for care and restraint in a residence neighborhood was enjoined; *Everett* v. *Paschall*, 61 Wash. 47, where it was held, partly, at least, under the influence of a statute, that the operation of a sanitarium for the treatment of pulmonary tuberculosis in a residence neighborhood was restrained, fear, very real though unfounded and unreasonable, on the part of the neighbors being considered sufficient to make out a case for relief. In this connection the statement by LORD HARDWICKE in *Anon.*, 3 Atk. 750, that "the fears of mankind, though they may be reasonable ones, will not create a nuisance," is interesting. *Board of Health* v. *North American Home*, 77 N. J. Eq. 464, very like the principal case in the character of disease treated, is in accord therewith.

PUBLIC UTILITY RATES—OBLIGATION OF CONTRACT RULE AS AGAINST THE COMPANY.—Webster in his dramatic appeal which suffused with tears the eyes of the great Chief Justice, and led to the decision in the *Dartmouth College Case*, 4 Wheat. 526, that a corporate charter is a contract, the obligation of which cannot be impaired without violating the constitution of the United States, saw only his beloved college, "one of the lesser lights in the literary horizon," which an adverse decision might put out. It is safe to say that neither he nor the Chief Justice, nor anyone else present on that occasion saw in the sweep of that decision how relatively insignificant on that day were the interests of Dartmouth College, or "all those great lights of science which for more than a century have thrown their radiance over our land." Actually that decision was of small moment to Dartmouth College, or to all the other educational institutions of the land. It was of tremendous importance in other directions not dreamed of by the actors in that historic scene. It came into full vigor only when the decision of *Munn* v. *Illinois*, 94 U. S. 113, made way for regulatory measures by states and municipalities over public utilities. As a result not a few of these have found themselves incumbered and embarrassed by contract rights and privileges freely and easily, and sometimes corruptly, granted to public service corporations by one generation, which the next would fain restrict or withdraw. Especially has this been the case with provisions as to the charges to be paid by the public for the service.

These agreements were often between the utilities and municipal and other subordinate bodies politic. Recent decisions that rate making is a legislative function that might be lodged with a municipality, but only by specific terms showing such grant, have enabled municipalities to escape restrictions they had assumed without this grant of power, and they have been glad to take